

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO FOOD CLUSTER, INC.**, a Colorado nonprofit corporation, whose address is 4242 East Amherst Avenue, Denver, Colorado 80222 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Public Health and Environment, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on **August 1, 2025**, and will expire on **July 31, 2028**, (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

c. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS AND TWENTY-TWO CENTS (\$859,859.22)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo*

contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the

City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds:** For Commercial General Liability, Business Automobile Liability, and Excess Liability/Umbrella (if required), Contractor and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

h. **Business Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

10. **DEFENSE AND INDEMNIFICATION:**

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs

performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for

services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Public Health and Environment or Designee
201 W. Colfax Avenue, Suite 800
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

20. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

22. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

23. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

24. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not

be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

25. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

26. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

27. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

28. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any

presentation. Nothing in this provision precludes the transmittal of any information to City officials.

29. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

30. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

33. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

Exhibit D – Timeline and Implementation.

Exhibit E – Reimbursement Invoice Form.

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[SIGNATURE PAGES FOLLOW.]

Contract Control Number: ENVHL-202580362-00
Contractor Name: COLORADO FOOD CLUSTER, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

ENVHL-202580362-00
COLORADO FOOD CLUSTER, INC.

DocuSigned by:
Kristen Collins
977D2D8053FE417...

By: _____

Kristen Collins

Name: _____
(please print)

CEO

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SCOPE OF WORK

I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Department of Public Health and Environment and Colorado Food Cluster, Inc. (the “Provider”).

The Provider shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment using best practices and other methods for fostering a sense of collaboration and communication.

Colorado Food Cluster, Inc. has been awarded **\$859,859.22** in Healthy Food for Denver’s Kids funds for the maximum contracted amount for a contract term of August 1, 2025- July 31, 2028.

II. Program Services and Descriptions

The Provider will be granted funds to provide the following services:

Colorado Food Cluster’s Denver expansion will focus specifically on increasing participation of providers for Child Care Centers, At-Risk Afterschool Programs, and Family Child Care Homes (for which CFC is a newly approved sponsor as of February 2025, and anticipate operating by May 2025).

With HFDK funding, CFC will increase participation in federal nutrition assistance programs in Denver (Priority area 2) using their Meal Trust model program. The Meal Trust model leverages Food and Nutrition Services programs to contract directly with food vendors to enable CACFP and Summer Food Service Program (SFSP) participation at eligible childcare settings.

We will accelerate and expand our Meal Trust model in Denver through the following three core activities which HFDK funding will support:

1) **Expand provider enrollment**

Awarded grant funding will support the recruitment and onboarding of new providers to expand food access through CACFP. This work is extremely time intensive and often comes with long lead times. This work requires tailored outreach including one-on-one engagement to address needs, misconceptions, and encourage participation. For example, in CFC’s current sponsorship work, CFC meets in person with a single center at a minimum of 4 times per year while engaging with them at least 16 times/year once participating. Prior to participation, CFC finds that at least seven to ten interactions are necessary to promote the program, build relationships, answer questions, with one or two in person meetings for onboarding.



EXHIBIT A

SCOPE OF WORK

In particular, we will provide outreach materials in multiple languages and engage multilingual staff and resources to ensure effective communication with diverse communities, including immigrant and BIPOC providers who face unique challenges accessing programs. We utilize the engagement method that best meets the needs of the providers rather than expecting them to know what or how to look for our services. We have found that many providers have deep hesitations and even fear regarding participating in federally funded programs, especially FCCH providers (some of those fears are even enhanced with some of the current federal actions). Those hesitations and fears highlight a lack of trust in the system that our team must work to overcome with new providers as we build a relationship over time.

Once a provider agrees to join, additional support is needed to prepare their site, such as selecting a meal vendor, gathering required documentation, setting up delivery services, and conducting on-site visits. While state reimbursements cover operating costs through reimbursements, food preparation, deliveries, and compliance once the program is running, it offers limited funding available for these upfront expansion efforts to support the deep work of outreach and relationship building. In addition, we believe it is important to work with providers to ensure that they are asking their families about what culturally relevant foods they would like to see their kids consume, and to provide options for food education such as family recipes and cooking. We cannot underscore enough that closing the gap with the remaining nonparticipating yet eligible providers will require more than informational webinars, flyers and surface level communications. Recognizing the resource-intensive nature of reaching new providers, the grant will further support personalized meetings to assess providers' unique needs and clearly communicate the benefits of CACFP participation.

2) Expand local food vendor participation-Business Trust Program

Colorado Food Cluster is the only Sponsor of CACFP that contracts directly with vended meal companies to assist providers in CACFP participation--we call this our Business Trust program. The other three Sponsors in Colorado require care providers to contract directly with a food company or handle food procurement for cook-from-scratch leading to much higher per meal costs, while CFC is able to leverage volume discounts. Most will not take on this task due to administrative capacity, risk, and the complexity of procurement (such as federal and state contracting). Our model can create more demand for vendors.

From the vendor side, many small businesses that could otherwise benefit from participating as a CACFP vendor may not because of capacity to respond to procurement RFPs, concerns of program regulations, capacity concerns for volume, inability to do so at reimbursement rates, and other reasons. These barriers lock out many local and diverse food vendors in Denver and Denver-serving areas, limiting the options for fresh, culturally responsive meals. Our work with vendors includes the need to address dietary restrictions and giving providers and kids/families choice to select cultural, and traditional food options. Solving these sustainably within reimbursement rates is challenging, but we believe creative solutions exist! Grant funding will support staff time to identify and work with BIPOC vendors in a variety of communities to establish contracts for meal services within the procurement thresholds. These contracts will enhance each company's ability to compete for larger contracts for CACFP, SFSP and other FNS reimbursement programs.



EXHIBIT A

SCOPE OF WORK

Our organization is currently addressing the aforementioned barriers by forging partnerships with small and local food companies and assessing what resources and technical assistance are needed to enter and compete in the market for these federally funded programs. We often work with Michaels of Denver for meal vending, and, in collaboration with Food4Good, we aim to equip small food companies with packaging equipment to prepare and distribute meals within reimbursement rates and meal pattern requirements. In 2025 and beyond, we plan to increase these partnerships to include local companies across Colorado, preparing meals both for our direct family meal delivery services and state contracts supporting child care centers. We know from our current work that working with small businesses requires persistence, long-lead times, and building trust in order to find creative solutions for each businesses challenge to participate in CACFP. Two companies we have identified and had initial conversations with are Tocabe, a Native restaurant that supports local native farmers, along with Little Angels Food Service, a Latino-led restaurant that provides a variety of meal services to children in Denver. Our team will work with each company to understand the meal pattern requirements, serving sizes, and program requirements to prepare for meal orders beginning May of 2025.

3) Value chain management improvements

We utilize two main technologies to operate our Meal Trust program which are critical components of the value chain management: the first is the popular KidCare platform to assist providers with the claims process. This is utilized for CACFP programming. We have also developed our own technology to manage our Business Trust aspect of the program by tracking and scheduling deliveries (this is currently used during our SFSP operations only). We propose to utilize the grant to support enhancing our enrollment and reporting software to further streamline administrative processes for providers for utilization into CACFP. As a bonus, our hope is that doing so will also encourage more providers to participate in SFSP where possible. Enhanced software will allow for greater coordination among vendors, suppliers, and providers. For example, we tailor our vended meals to meet the unique needs of each provider. For centers without kitchen facilities, we partner with food vendors to supply “family-style” meals along with heat warmers and daily deliveries. For providers needing individually packaged meals, we adapt our model to deliver pre-packaged, ready-to-eat options.

For this work, CFC stands apart from typical sponsor agencies in that we have in-house capability with our Chief Technology Officer to design, manage and maintain said infrastructure. We believe some key technological investments will greatly reduce administrative burdens by simplifying compliance and reporting requirements, addressing a key deterrent for providers, and simplifying the CFC operational requirements across programs. This investment will be a core driver of future sustainability as a Sponsor.

The goals of this project are as follows:

- **Goal 1: Expand Provider Enrollment and Child Participation and Increase Meals Served to Children**
 - By leveraging partnerships with childcare networks and community organizations, we will achieve the following program goals: Year 1 (August



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2025 – July 2028): Onboard 9 Denver childcare centers (serving ~630 children) and 10 family home care providers (serving ~40-80 children) increasing CACFP participation by 710 unique Denver children and providing ~553,800 meals. Year 2 (August 2025-July 2026): Onboard 7 additional childcare centers serving 16 Denver centers total (~2,100 children) and 5 new home care providers 15 total (~120 children) increasing CACFP participation by 2,220 unique Denver children and ~1.7 million meals. Year 3 (August 2026-July 2027): We aim to enroll 6 new centers, 22 total (serving ~3,082 children) and 5 new family childcare homes (serving ~80-160 children), 20 total. From now through July 2028, we aim to increase CACFP Child Participation by 3,242 total unique children from Denver and ~2.5 million meals. In total, over the three years our goal is to provide over ~4.5 million meals and snacks to Denver children. Given that we have 31 Letters of Intent to enroll for our home care providers, and there are hundreds of non-participating centers, we do see these as attainable goals. We will prioritize outreach to providers starting in the areas identified as high priority by HFDK and with our partners ensuring equitable access to CACFP benefits.

- **Goal 2: Expand Local and BIPOC Food Vendor Participation**

- In year one, CFC will identify and onboard 2 Food companies in Denver for ~\$200,000 of meal reimbursement services each. Each contract will offer the food company competitive prices for prepared meals for approximately 141 children per week (382 between both contracts). By year three, we aim to establish 10 contracts with local food companies to serve 1,410 Denver children participating in CACFP through Colorado Food Cluster. We will increase the number of proposals submitted to CFC's Request For Proposals for vended meal services over the three year grant. We will set a baseline in year one (which includes measuring outreach and responses from BIPOC vendors), and develop metrics for increasing responses for years two and three. To achieve this increase, we will create a readiness profile and recruitment plan for food vendors, which includes an information session/materials. We will next develop and maintain a directory of food companies in Denver who fit a readiness profile to do so and be recruited for open RFPs. CFC has conducted vendor outreach and successful RFPs and onboarding since 2020, however, this grant will enable greater outreach for local, small and diverse food vendors to participate.

- **Goal 3: Improve Value Chain Management with Technology**

- In our first year (August 2025 – July 2026), we will complete platform development with Inspiring Apps and onboard at least 5 providers in a pilot phase, tracking adoption and usability feedback monthly. Over the course of three years, we will onboard all providers under our sponsorship to the platform. CFC has a track record of having worked with Inspiring Apps to design and build our current platform for SFSP, and we also have a Chief Technology Officer that can assist with the maintenance. We have a track record of having built and maintained our first tracking and delivery scheduling technology which we utilize during our SFSP programming. To do so, we will prioritize user-centered design, incorporating feedback from our



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providers and vendors as we design the technology. We will do so with interviews and written feedback forms.

Please see **Exhibit D** for further timeline and implementation information.

A. **Program Locations:** The Provider will serve the following sites and/or neighborhoods:

Geographical Location	Please check all that apply
Citywide	<input type="checkbox"/>
Athmar Park	<input type="checkbox"/>
Auraria	<input type="checkbox"/>
Baker	<input type="checkbox"/>
Barnum	<input type="checkbox"/>
Barnum West	<input type="checkbox"/>
Bear Valley	<input type="checkbox"/>
Belcaro	<input type="checkbox"/>
Berkeley	<input type="checkbox"/>
Capitol Hill	<input type="checkbox"/>
Central Business District	<input type="checkbox"/>
Central Park	<input type="checkbox"/>
Chaffee Park	<input type="checkbox"/>
Cheesman Park	<input type="checkbox"/>
Cherry Creek	<input checked="" type="checkbox"/>
City Park	<input checked="" type="checkbox"/>
City Park West	<input type="checkbox"/>
Civic Center	<input type="checkbox"/>
Clayton	<input checked="" type="checkbox"/>
Cole	<input type="checkbox"/>
College View - South Platte	<input type="checkbox"/>
Congress Park	<input checked="" type="checkbox"/>
Cory - Merrill	<input checked="" type="checkbox"/>
Country Club	<input type="checkbox"/>
DIA	<input type="checkbox"/>
East Colfax	<input type="checkbox"/>
Elyria Swansea	<input type="checkbox"/>
Five Points	<input type="checkbox"/>
Fort Logan	<input type="checkbox"/>
Gateway - Green Valley Ranch	<input type="checkbox"/>
Globeville	<input type="checkbox"/>
Goldsmith	<input type="checkbox"/>
Green valley Ranch	<input type="checkbox"/>



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Hale	<input type="checkbox"/>
Hampden	<input type="checkbox"/>
Hampden South	<input type="checkbox"/>
Harvey Park	<input type="checkbox"/>
Harvey Park South	<input type="checkbox"/>
Highland	<input checked="" type="checkbox"/>
Hilltop	<input checked="" type="checkbox"/>
Indian Creek	<input type="checkbox"/>
Jefferson Park	<input type="checkbox"/>
Kennedy	<input type="checkbox"/>
La Alma lincoln park	<input type="checkbox"/>
Lincoln Park	<input checked="" type="checkbox"/>
Lowry Field	<input checked="" type="checkbox"/>
Mar Lee	<input type="checkbox"/>
Marston	<input type="checkbox"/>
Montbello	<input type="checkbox"/>
Montclair	<input checked="" type="checkbox"/>
North Capitol Hill	<input type="checkbox"/>
North Park Hill	<input type="checkbox"/>
Northeast Park Hill	<input checked="" type="checkbox"/>
Overland	<input type="checkbox"/>
Platt Park	<input type="checkbox"/>
Regis	<input type="checkbox"/>
Rosedale	<input type="checkbox"/>
Ruby Hill	<input checked="" type="checkbox"/>
Skyland	<input type="checkbox"/>
Sloan Lake	<input checked="" type="checkbox"/>
South Park Hill	<input type="checkbox"/>
Southmoor Park	<input type="checkbox"/>
Speer	<input type="checkbox"/>
Sun Valley	<input checked="" type="checkbox"/>
Sunnyside	<input checked="" type="checkbox"/>
Union Station	<input type="checkbox"/>
University	<input checked="" type="checkbox"/>
University Hills	<input type="checkbox"/>
University Park	<input checked="" type="checkbox"/>
Valverde	<input type="checkbox"/>
Villa Park	<input type="checkbox"/>
Virginia Village	<input type="checkbox"/>
Washington Park	<input type="checkbox"/>
Washington Park West	<input type="checkbox"/>



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Washington Virginia Vale	<input checked="" type="checkbox"/>
Wellshire	<input type="checkbox"/>
West Colfax	<input type="checkbox"/>
Westwood	<input type="checkbox"/>

B. Public Good

Colorado Food Cluster is powered by the facts: this work generates improved health and wellbeing for individuals, families, providers, and the community at large. By enabling CACFP participation, each participant (kid) brings in \$1,746 in annual reimbursements for food costs. Those federal funds flow to food vendors and childcare providers, which helps keep businesses open and alleviates financial strain for centers, home care providers, and food vendors. These dollars flow into the local economy in which we reap near and long-term benefits:

- Improved public health for Denver residents: According to the Colorado Health Institute, “Food security status is linked with general and mental health”; CFC knows these impacts and the availability of food disproportionately impacts lower income kids and families. When eligible kids attend a center participating in the program, they are more likely to receive consistent, nutritious, culturally relevant meals, improving childhood development, academic readiness, and long-term health outcomes.
- Stronger local food economy: CFC proposes to focus efforts on engaging small, local and BIPOC-owned food vendors like Little Angels Food Service not only to advance racial and economic equity, but also to keep more dollars circulating in Denver’s neighborhoods and lift up the local food economy. Traditionally, many of the food vendors that supply food for FNS programs are large corporations that can offer the lowest rates. With an intentional focus, CFC can create jobs, support businesses, and support a more resilient, decentralized food system that benefits all residents during crises—such as pandemics or supply chain disruptions.
- Strengthening childcare provider infrastructure: According to the National CACFP Association, participating in CACFP generally strengthens a provider’s business, by making it more attractive to families, bringing in revenue through CACFP, and overall making them a more competitive business. CFC’s program aims to reduce barriers for CACFP participation among non-participating providers. A stronger Denver childcare infrastructure will strengthen the overall Denver economy and help bring down the rising costs of childcare

Evaluation, Outcome Measures and Deliverables

A. Process and Outcome Measures/Deliverables

The Provider will report on the process measures and outcome measures. The measures in the surveys Providers will answer will align with the items and descriptions in the “Program Description” section above. A general description of types of measures are listed below, but the final measures will be decided upon with the Provider in collaboration with the HFDK Evaluation contractor and staff. The HFDK evaluation contractor is available to provide



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technical assistance to the Provider on the development and implementation of their metrics, as needed.

Process measures are outputs of operating the agreed-upon program. These may include, for example, number of classes or events held, number of students reached, number of meals served, or number of partnerships developed, among others. The Provider will be asked to collect demographic information for participants as much as possible to help report progress on disparities and direct efforts more equitably.

Outcome measures are longer-term results of the program that demonstrate impact. These may include, for example, changes in attitudes or behaviors, curriculum or policy changes within an organization, etc.

Participation in the Macro Evaluation

The Provider will participate in the Macro Evaluation, including working in partnership with the HFDK Evaluation contractor and HFDK staff, for shared learning to improve the Denver food system. The HFDK Evaluation contractor and HFDK staff will work with all HFDK grantees to determine which local and macro level data will be collected and reported on through the Monitoring platform (see the Reporting Section below). The Provider will provide agency and community input on Macro Evaluation activities and products (e.g., Theory of Change, Macro Evaluation plan, annual reports, etc.).

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by Denver Department of Public Health and Environment (DDPHE) staff and/or designee.

The Provider will be reviewed for:

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which the Provider is achieving established agreed upon goals. This may include the review and analysis of Evaluation Dashboards, the Reporting Form and Annual reports. As needed, DDPHE may attend evaluation site visits or check-ins to understand progress towards agreed-upon goals in this agreement.
2. **Fiscal Monitoring:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
3. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

B. Reporting



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The Provider will be responsible for reporting on program outputs and outcomes.

Colorado Food Cluster, Inc. will be responsible for reporting on the following Sections of the Evaluation Survey; Food and Nutrition Assistance.

The table below summarizes reporting activity and due dates. The dates and or frequency may be subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 1; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 2; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 3; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Other reports as requested	To be determined (TBD)	TBD	TBD

C. Evaluation Support



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The HFDK evaluation contractor has been contracted by the City to provide evaluation technical assistance for HFDK grantees to support grantee's participation in the macro evaluation. HFDK grantees will be supported around the development or modification of their evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation contractor will provide technical assistance to the HFDK cohort of grantees on a variety of topics, to be determined in the future based on grantees' needs and interests.

The Provider will be responsible for reporting on process and outcome measures on a quarterly basis. The Provider's data submitted to the monitoring platform will be used in the macro evaluation to measure progress across the entire cohort of HFDK grantees and will additionally be given back to the Provider to support their own work. Importantly, the Monitoring Platform may also include a few open-ended questions about strategy, challenges and successes for the Provider to fill out.

V. Budget

A. Budget

The budget for this agreement is attached as an exhibit. All expenditures must:

- Be reasonable, realistic, and justified including making an effort to purchase healthy meals or snacks at affordable prices through wholesale, Food Bank of the Rockies, or other low-cost purchasing methods whenever possible
- Show strong fiscal responsibility
- Limit indirect costs up to 15%

Indirect Cost Limit: The Provider's total indirect costs cannot exceed 15% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program, and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.

Examples of indirect costs include: Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports; Consultants who perform administrative, non-service delivery functions; General office supplies; Travel costs for administrative and management staff; General office printing and photocopying; General liability insurance; Audit fees, rent, utilities, general office supplies and equipment/technology

VI. Invoice

A. Invoice



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A sample of the HFDK invoice template is attached as an exhibit.

VII. Payments

- A. A complete invoice package shall be completed and submitted to the HFDKinvoices@denvergov.org email on or before the 15th of each month following the month of services rendered 100% of the time.
- B. All non-personnel purchases of \$1,000 or more must have back up documentation submitted with the complete invoice package each month to HFDK. Provider is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but does not need to submit those back up documents with invoice and report. Provider must keep all personnel files and other documentation on hand related to this grant for audit purposes.
 - a. When submitting backup documentation, Provider must indicate which purchases within a receipt were purchased with Healthy Food for Denver's Kids projects, and which were not.
- C. Provider shall use preferred invoice template. **Invoices shall be processed with immediate payment terms.**
- D. Invoice timeliness, use of invoice templates, attendance to invoice training, and other factors will be used in determining compliance.

VIII. General Grant Requirements

- A. **Funds for program(s) and activities must providing quality services for at least one of the following:**
 - i. Access to healthy food, including up to three healthy meals and snacks per day, with emphasis on filling gaps when meals are not already provided;
 1. May include buying and distributing local food from Colorado farms, ranches and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than compared out-of-state foods) For example, if a pound of carrots grown out of state costs \$1.00 and a pound of carrots grown in Colorado is \$1.08, it would be acceptable to purchase the higher priced carrots.
 - ii. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
 1. May include buying and utilizing local food from Colorado farms, ranches, and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than comparable out-of-state foods, see above 1a. for an example)

Additionally, programs must:

- A. Encourage consumption of a variety of culturally responsive foods with high nutrient content: vegetables, fruits, whole grain, lean protein and low-fat dairy
- B. It is encouraged to serve as many of the items fresh and/or simply prepared as possible, as opposed to ultra-processed foods.
- C. **NOT use HFDK funds to purchase any of the following items:**
 - i. All diet or regular sodas and sports/energy drinks



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- ii. Flavored/added sugar milk
- iii. Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
- iv. Candy
- v. Sweet desserts and snacks like cakes, pastries, cupcakes, pies and brownies
- vi. Sweet breakfast foods (e.g. sugary cereals, donuts, toaster pastries)
- vii. Dairy desserts (e.g., ice cream, milkshakes)
- D. Limit the purchase and preparation of deep-fried, par fried, or flash fried foods (e.g. fried chicken, French fries, potato chips)
- E. Limit the preparation and purchase of foods with partially hydrogenated oil (Trans fat).
- F. Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- G. Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

Additional, Provider will be asked to:

- A. Ensure snacks or meals are healthy by meeting, at minimum, the Healthy Food for Denver's Kids Nutrition Guidelines.
- B. Attend evaluation and other capacity building workshops. Providers are highly encouraged to attend trainings offered through HFDK. The Evaluation kick off meeting, initial 1:1 with HFDK Program staff, invoice training, and orientation are mandatory meetings.
- C. Meet with an HFDK representative once a year to debrief, share lessons learned about grant process, programming impact, etc.
- D. Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- E. Follow the HFDK Communication Guidelines, including displaying signage and/or online banners noting that the program receives funding from DDPHE and the Healthy Food for Denver's Kids Initiative. The HFDK Initiative will provide electronic files (e.g., logos) and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

IX. Other

- A. *Provider shall submit updated documents which are directly related to the delivery of services*
- B. Additional document requirements that may be requested for this contract:
 - i. organizational Chart
 - ii. updated Certificate of Insurance
 - iii. reports and information for Program Evaluation, as required.

Exhibit B

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps the Review Panel understand your request. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please ensure they are included in the total sum. **Please note you are allowed to request up to 15% of the DIRECT costs for Indirect Costs, and up to 10% of the Direct Costs for Evaluation. You may also use funds for translation and interpretation needs.**

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.

Healthy Food for Denver's Kids Program Budget									
Organization Name	Colorado Food Cluster, Inc.								
Term	Year 1 (August 1, 2025-July 31, 2026)								
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK06)								
Budget Categories									
Food and Supplies						Please Mark with an X each Priority Area that the line item pertains to.			Are any of the personnel 100% funded by this grant? Yes/No
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
Food reimbursements to cover the difference for food vendors for family childcare homes	Supporting small, local food companies in competing for contracts with Federal Programs by paying competitive food prices. CFC will supplement the difference between the CACFP reimbursement rates and competitive meal prices for small vendors serving Denver. Assumptions are calculated at approximately, 30 kids receiving three meals and snacks daily for 260 days. Based on past RFPs and discussions, meal gaps can be up to \$3.72, per day depending on the 31 providers preferred meal style (individually packaged or family style, as well as food freshness) 2) reimbursement rates (they are adjusted in July annually), 3) volume discounts from meal vendors	15,600	\$ 3.72	\$58,032.00		x			
				\$0.00					
				\$0.00					
Total Food and Supplies				\$58,032.00					
Program Operating Expenses									
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
Travel	To onboard new providers and support their participation in Federal nutrition programs. Annual site visits (3x a year per provider with 10 providers and 9 centers)	57	\$ 105.00	\$5,985.00		x			
Delivery	Gap in reimbursement and vehicle leasing cost to support meal vendors in distributing prepared meals directly to each provider and center. Daily costs to lease a refrigerated vehicle is \$99-\$200 per day. Depending on the storage capacity of each caretaker, deliveries will be completed 1-3 times per week.	103	\$ 100.00	\$10,300.00		x			
				\$0.00					
				\$0.00					
				\$0.00					
Total Operating Expenses				\$16,285.00					
Personnel and Administrative Services									
Salary Employees									
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
CEO	Position oversees all the staff and program implementation related to the organization. Additionally, this position is the lead on the Federal Program rules, regulations, monitoring and audits. The position supports engagement with community partners, expanding awareness about program, onboarding of new providers and care centers, and ensuring meal vendors and all communications are culturally representative of the populations being served and participating. This position leads the identification, communications, onboarding and training for current and new vendors providing meal and delivery services for Federal Programming.	20%	\$ 133,305.40	\$26,661.08		x			
CTO	Position oversees technology and tools used to manage program and reconciling requirements. The CTO manages the maintenance of technology systems (data warehouse, security of technology, data privacy, and computer programming).	18%	\$ 103,550.00	\$18,639.00		x			
Program Manager	Position will support in managing the program implementation, developing the structures and systems that are conducive for community participation, support Federal Program rules, recordkeeping, monitoring visits, and identification and onboarding of new participants. Position will facilitate and track training and resource supports to participating caretakers, solicit input/feedback on program implementation and meal offerings. This position supports the identification, communications, onboarding and training for current and new vendors providing meal and delivery services for Federal Programming.	25%	\$ 84,889.20	\$21,222.30		x			
Program Coordinator	Position will support the Program Manager and CEO in the engagement and supports for caretakers. Program coordinator will provide individually tailored supports to each care provider and center to ensure they are able to utilize these federal meal resources with minimal barriers. Position will support the identification and onboarding of new providers as communicating with the program manager the meal preference for vendor meal orders.	25%	\$ 72,500.00	\$18,125.00		x			
Hourly Employees									
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
				\$0.00					
				\$0.00					
Total Personnel Services				\$84,647.38					
Other / Miscellaneous									
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
Marketing	Developing and distributing culturally inclusive information and program materials, targeted social media ad space using zip codes. Campaigns to recruit eligible providers and educate families on the benefits of federal nutrition programs, digital marketing tools.	1	\$ 10,000.00	\$10,000.00		x			
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Other				\$10,000.00					
Subcontractors									

Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Inspiring Apps	Development costs to enhance software capabilities	Upgrades to custom technology reporting software, streamlining administrative processes for caretakers and providers.	1	\$ 75,000.00	\$75,000.00		x	
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
Total Subcontractors					\$75,000.00			
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$243,964.38			
Indirect								
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative			
15% Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a fifteen percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.				15%			
TOTAL INDIRECT COSTS					\$40,857.93			
Evaluation (up to 10% of the direct costs amount can be used for Evaluation)	Funds will support CFC staff time for further evaluation design, data collection, analysis, and reporting with guidance from Blueprint to End Hunger (support already secured). Activities include provider and vendor surveys, onboarding and follow-up forms, bid tracking, and SMARTIE goal alignment. A portion of funds will also be used to enhance existing tools and forms, with technical assistance supported by the Colorado Trust-funded collaboration.							
				10%		\$28,421.85		
TOTAL AMOUNT REQUESTED FROM HFDK					\$313,244.16			

284218.5027

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps the Review Panel understand your request. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please ensure they are included in the total sum. **Please note you are allowed to request up to 15% of the DIRECT costs for Indirect Costs, and up to 10% of the Direct Costs for Evaluation. You may also use funds for translation and interpretation needs.**

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.

Healthy Food for Denver's Kids Program Budget

Organization Name	Colorado Food Cluster, Inc.
Term	Year 2 (August 1, 2026-July 31, 2027)
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK06)

Budget Categories

Food and Supplies

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Food reimbursements to cover the difference for food vendors for family childcare homes	Supporting small, local food companies in competing for contracts with Federal Programs by paying competitive food prices. CFC will supplement the difference between the CACFP reimbursement rates and competitive meal prices for small vendors serving Denver. Assumptions are calculated at approximately, 30 kids receiving three meals and snacks daily for 260 days. Based on past RFPs and discussions, meal gaps can be up to \$3.72, per day depending on the 1) providers preferred meal style (individually packaged or family style, as well as food freshness) 2) reimbursement rates (they are adjusted in July annually), 3) volume discounts from meal vendors	20,800	\$ 3.00	\$62,400.00		x	
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Total Food and Supplies				\$62,400.00			

Program Operating Expenses

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Travel	To onboard new providers and support their participation in federal nutrition programs. Annual site visits (3x a year per provider with 15 providers and 15 centers)	90	\$ 105.00	\$9,450.00		x	
Delivery	Gap in reimbursement and vehicle leasing cost to support meal vendors in distributing prepared meals directly to each provider and center. Daily costs to lease a refrigerated vehicle is \$99-\$200 per day. Depending on the storage capacity of each caretaker, deliveries will be completed 1-3 times per week.	150	\$ 100.00	\$15,000.00		x	
				\$0.00			
				\$0.00			
				\$0.00			
Total Operating Expenses				\$24,450.00			

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
CEO	Position oversees all the staff and program implementation related to the organization. Additionally, this position is the lead on the Federal Program rules, regulations, monitoring and audits. The position supports engagement with community partners, expanding awareness about program, onboarding of new providers and care centers, and ensuring meal vendors and all communications are culturally representative of the populations being served and participating. This position leads the identification, communications, onboarding and training for current and new vendors providing meal and delivery services for Federal Programming.	20%	\$ 133,305.40	\$26,661.08		x	
CTO	Position oversees technology and tools used to manage program and recordkeeping requirements. The CTO manages the maintenance of technology systems (data warehouse, security of technology, data privacy, and computer programming).	18%	\$ 103,550.00	\$18,639.00		x	
Program Manager	Position will support in managing the program implementation, developing the structures and systems that are conducive for community participation, support Federal Program rules, recordkeeping, monitoring visits, and identification and onboarding of new participants. Position will facilitate and track training and resource supports to participating caretakers, solicit input/feedback on program implementation and meal offerings. This position supports the identification, communications, onboarding and training for current and new vendors providing meal and delivery services for Federal Programming.	25%	\$ 84,889.20	\$21,222.30		x	
Program Coordinator	Position will support the Program Manager and CEO in the engagement and supports for caretakers. Program coordinator will provide individually tailored supports to each care provider and center to ensure they are able to utilize these federal meal resources with minimal barriers. Position will support the identification and onboarding of new providers an communicating with the program manager the meal preference for vendor meal orders.	25%	\$ 72,500.00	\$18,125.00		x	

Hourly Employees

Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Total Personnel Services				\$84,647.38			

Other / Miscellaneous

Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Total Other				\$0.00			

Are any of the personnel 100% funded by this grant? Yes/No

EVALUATION								
Item	Description	Percentage		Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
						x		
Total Evaluation				\$0.00				
Subcontractors								
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Inspiring Apps	Development costs to enhance software capabilities	Upgrades to custom technology reporting software, streamlining administrative processes for caretakers and providers and maintenance of bugs and security	1	\$ 20,000.00	\$20,000.00		x	
Grounded Solutions	Strategic Advisor	Grounded Solutions supports the organization as a strategic contractor providing support with project planning, partnership development, evaluation tool development, and data alignment with SMARTIE goals. Their expertise in equitable systems design will help enhance our evaluation framework, ensuring our measurement tools effectively track community impact, vendor equity, and long-term sustainability. This includes support in refining onboarding and follow-up forms, analyzing vendor participation trends, and incorporating community-informed evaluation practices.	1	\$ 25,000.00	\$25,000.00		x	
					\$0.00			
					\$0.00			
					\$0.00			
Total Subcontractors					\$45,000.00			
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$216,497.38			
Indirect								
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative				
15% indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a fifteen percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.			15%				
			TOTAL INDIRECT COSTS		\$32,474.61			
Evaluation (up to 10% of the direct costs amount can be used for Evaluation)	guidance from Blueprint to End Hunger (support already secured). Activities include provider and vendor surveys, onboarding and follow-up forms, bid tracking, and SMARTIE goal alignment. A portion of funds will		10%	\$ 24,897.20				
TOTAL AMOUNT REQUESTED FROM HFDK					\$273,869.19			

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps the Review Panel understand your request. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please ensure they are included in the total sum. **Please note you are allowed to request up to 15% of the DIRECT costs for Indirect Costs, and up to 10% of the Direct Costs for Evaluation. You may also use funds for translation and interpretation needs.**

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.

Healthy Food for Denver's Kids Program Budget									
Organization Name		Colorado Food Cluster, Inc.							
Term		Year 3 (August 1, 2027-July 31, 2028)							
Request for Proposal Name		Healthy Food for Denver's Kids(HFDK06)							
Budget Categories									
Food and Supplies						Please Mark with an X each Priority Area that the line item pertains to.			Are any of the personnel 100% funded by this grant? Yes/No
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
Food reimbursements to cover the difference for food vendors for family childcare homes	Supporting small, local food companies in competing for contracts with Federal Programs by paying competitive food prices. CFC will supplement the difference between the CACFP reimbursement rates and competitive meal prices for small vendors serving Denver. Assumptions are calculated at approximately, 30 kids receiving three meals and snacks daily for 260 days. Based on past RFPs and discussions, meal gaps can be up to \$3.72, per day depending on the 1) providers preferred meal style (individually packaged or family style, as well as food freshness) 2) reimbursement rates (they are adjusted in July annually), 3) volume discounts from meal vendors	41,600	\$ 1.52	\$63,232.00		x			
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Food and Supplies				\$63,232.00					
Program Operating Expenses									
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
Travel	To onboard new providers and support their participation in federal nutrition programs. Annual site visits (3x a year per caretaker 22 centers and 20 home providers)	126	\$ 105.00	\$13,230.00		x			
Delivery	Gap in reimbursement and vehicle leasing cost to support meal vendors in distributing prepared meals directly to each provider and center. Daily costs to lease a refrigerated vehicle is \$99-\$200 per day. Depending on the storage capacity of each caretaker, deliveries will be completed 1-3 times per week.	175	\$ 100.00	\$17,500.00		x			
				\$0.00					
				\$0.00					
				\$0.00					
Total Operating Expenses				\$30,730.00					
Personnel and Administrative Services									
Salary Employees									
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
CEO	Position oversees all the staff and program implementation related to the organization. Additionally, this position is the lead on the Federal Program rules, regulations, monitoring and audits. The position supports engagement with community partners, expanding awareness about program, onboarding of new providers and care centers, and ensuring meal vendors and all communications are culturally representative of the populations being served and participating. This position leads the identification, communications, onboarding and training for current and new vendors providing meal and delivery services for Federal Programming.	20%	\$ 133,305.40	\$26,661.08		x			
CTO	Position oversees technology and tools used to manage program and recordkeeping requirements. The CTO manages the maintenance of technology systems (data warehouse, security of technology, data privacy, and computer programming).	18%	\$ 103,550.00	\$18,639.00		x			
Program Manager	Position will support in managing the program implementation, developing the structures and systems that are conducive for community participation, support Federal Program rules, recordkeeping, monitoring visits, and identification and onboarding of new participants. Position will facilitate and track training and resource supports to participating caretakers, solicit input/feedback on program implementation and meal offerings. This position supports the identification, communications, onboarding and training for current and new vendors providing meal and delivery services for Federal Programming.	25%	\$ 84,889.20	\$21,222.30		x			
Program Coordinator	Position will support the Program Manager and CEO in the engagement and supports for caretakers. Program coordinator will provide individually tailored supports to each care provider and center to ensure they are able to utilize these federal meal resources with minimal barriers. Position will support the identification and onboarding of new providers an communicating with the program manager the meal preference for vendor meal orders.	25%	\$ 72,500.00	\$18,125.00		x			
				\$0.00					
				\$0.00					
Hourly Employees									
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
				\$0.00					
				\$0.00					
Total Personnel Services				\$84,647.38					
Other / Miscellaneous									
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Other				\$0.00					
Total Evaluation				\$21,560.94					

Subcontractors								
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Inspiring Apps	Development costs to enhance software capabilities	Upgrades to custom technology reporting software, streamlining administrative processes for caretakers and providers and maintenance of bugs and security	1	\$ 12,000.00	\$12,000.00		x	
Grounded Solutions	Strategic Advisor	Grounded Solutions supports the organization as a strategic contractor providing support with project planning, partnership development, evaluation tool development, and data alignment with SMARTIE goals. Their expertise in equitable systems design will help enhance our evaluation framework, ensuring our measurement tools effectively track community impact, vendor equity, and long-term sustainability. This includes support in refining onboarding and follow-up forms, analyzing vendor participation trends, and incorporating community-informed evaluation practices.	1	\$ 25,000.00	\$25,000.00		x	
					\$0.00			
					\$0.00			
					\$0.00			
Total Subcontractors					\$37,000.00			
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$215,609.38			
Indirect								
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative				
15% indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a fifteen percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.			15%				
			TOTAL INDIRECT COSTS		\$32,341.41			
Evaluation (up to 10% of the contract amount can be used for Evaluation)	guidance from Blueprint to End Hunger (support already secured). Activities include provider and vendor surveys, onboarding and follow-up forms, bid tracking, and SMARTIE goal alignment. A portion of funds will		10%	\$ 24,795.08				
TOTAL AMOUNT REQUESTED FROM HFDK					\$272,745.87			
TOTAL MAXIMUM CONTRACT AMOUNT					\$859,859.22			

215609.4

247950.8



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450 INSURED Colorado Food Cluster 4833 Front St. Unit B #239 Castle Rock CO 80104	CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C, No. Ext): 888-289-2939 FAX (A/C, No): E-MAIL ADDRESS: certs@apintego.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Sequoia Insurance Company</td> <td>22985</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sequoia Insurance Company	22985	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Sequoia Insurance Company	22985														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	QWC1397728	10/08/2024	10/08/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Dept. of Public Health and 201 West Colfax Avenue 8th Floor Denver CO 80202	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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ACORD 25 (2010/05)

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Clear All

6/9/2025

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT		
Rimler Consulting & Risk Management, LLC 22000 E. Quincy Ave, Suite 144 Aurora CO 80015		NAME: Adam Rimler		
		PHONE (A/C, No, Ext): (720) 456-0443	FAX (A/C, No):	
		E-MAIL ADDRESS: Adam.rimler@rcrmins.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :		
INSURED		INSURER B : AMERICAN SOUTHERN INS CO		10235
Colorado Food Cluster 9633 E 5th Ave Suite 2-204 Denver CO 80230		INSURER C : AMERICAN ALT INS CORP		19720
		INSURER D :		
		INSURER E :		
		INSURER F :		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						LHC844853	12/13/2021	12/13/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/>									MED EXP (Any one person)	\$ 5,000	
	<input type="checkbox"/>									PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/>	OTHER:									\$	
	B	AUTOMOBILE LIABILITY									G8A6CA0000063-00	12/13/2022
<input type="checkbox"/>		ANY AUTO			BODILY INJURY (Per person)	\$						
<input type="checkbox"/>		OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$						
<input checked="" type="checkbox"/>		HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$						
<input type="checkbox"/>						\$						
<input type="checkbox"/>						\$						
	<input type="checkbox"/>	UMBRELLA LIAB		<input type="checkbox"/>	OCCUR					EACH OCCURRENCE	\$	
	<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE					AGGREGATE	\$	
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$							\$	
											\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N / A					<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N									E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)									E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - POLICY LIMIT	\$	
C	Professional Liability						G8A2PL0000199-00	12/13/2022	12/13/2023	Each Occurance	1,000,000	
										General Aggregate	2,000,000	

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured

Gary Rimler

Exhibit D

TIMELINE OF ACTIVITIES

Key Activity/Metric <i>You may want to connect activities to program goals, objectives, and budget line items</i>	Location <i>Where the activity will take place</i>	Staff <i>Persons/Agency responsible</i>	Partners <i>Any partners involved in or leading the activity</i>	Year 1 2025-2026				Year 2 2026-2027				Year 3 2027-2028			
				Q1 Aug - Oct	Q2 Nov - Jan	Q3 Feb- Apr	Q4 May- July	Q1 Aug -Oct	Q2 Nov - Jan	Q3 Feb- Apr	Q4 May- July	Q1 Aug -Oct	Q2 Nov - Jan	Q3 Feb- Apr	Q4 May - July
Work with CDPHE and CDEC to compile most accurate list of CACFP eligible but not participating sites for recruitment, outreach and onboarding in Denver	CFC office	Program Manager	CDPHE, CDEC	x	x			x				x			
Identify and onboard Program Coordinator. Co-develop processes and trainings with team and training plan with new home care providers.	CFC Office	CEO, Program manager, Program Coordinator	Home Care providers	x											
Conduct community mapping of Denver childcare stakeholders to expand partnerships; outreach to previously identified partners needing contact such as Early Childhood Councils, ECE specialists etc.	Community locations	CEO, Grounded Solutions	Donnell-Kay Foundation , Home Grown	X	X										
Conduct outreach to eligible Family Child Care Homes (FCCH) and daycare centers across Denver, including informational sessions and relationship building, presentations etc.	CFC office, at sites, at community meetings	CEO, program manager, program coordinator	CDPHE, Home Grown, DPS and other Denver groups		X	X	X	X	X	X	X	X	X	x	X

Exhibit D

Translate outreach and enrollment materials into Spanish and other languages; develop marketing collateral and plan.	CFC Office	Program Manager and coordinator			X	X		X				X			
Support providers through onboarding: enrollment forms, training, and menu planning, delivery schedules, meal preferences, etc.	Provider sites, virtual, CFC office	CEO, Program Manager, Program Coordinator			X	X	x	X	X	X	X	X	X	X	X
Conduct sites visits with providers ongoing (3 in-person visits per site annually)	Provider sites	CEO, Program Manager, Program Coordinator		x	x	x	x	x	x	x	x	x	x	x	x
Identify and onboard small local food vendors in Denver to establish small contracts (less than \$250,000) to increase capacity	Vendor sites, CFC Office	CEO, Program Manager		x				x				x			
Release open call RFPs for local and BIPOC-owned food vendors interested in CACFP.	Virtual,CFC Office	CEO	CDPHE			x				x				x	
Provide technical assistance to food vendors on meal pattern compliance, invoicing, delivery to sites, etc.	CFC Office, at Vendor sites	CEO and Program Manager	CDPHE			X	X	X	X	X	X	X	X	X	X
Coordinate meal delivery schedules tailored to provider capacity and food safety requirements.	CFC Office	CTO		X	X	X	X	X	X	X	X	X	X	X	X
Improve provider-facing digital tools for CACFP documentation and reporting.	Virtual, CFC Office	CTO	Inspiring Apps	X	X										
Conduct design testing and community feedback for the improved platform, and train providers and food vendors on using the system for daily meal logs, delivery, attendance, and compliance.	Virtual, CFC Office, Provider Sites	CTO, CEO, Program manager	Inspiring Apps, Meal Vendors, Care Providers	X	X			X	X	X		X			

Exhibit D

Establish and manage impact dashboard to assess, student participation, site participation, meals claimed, vendors onboarded	Virtual, CFC Office	CTO, CEO		x	x	x	x				x				x
Finalize survey instruments and protocol; set response goals.	CFC office	Grounded Solutions, Program Manager	Blueprint to End Hunger	X	X										
Administer baseline and follow-up forms with providers and food vendors to measure program impact/improvement, health and well-being outcomes, and satisfaction.	Virtual, CFC Office	Program Manager, Grounded Solutions, CTO			X			X				X			X
Bi-annual KPI team meetings to review HFDK goals and data from vendor and provider surveys.	CFC Office	Grounded Solutions, CEO, CTO		X		X		X		X		X		X	X

Exhibit E
Denver Department of Public Health and Environment - Healthy Food for Denver's Kids

Invoice #		Organization Name	
Invoice Date (Date Invoice is sent to HFDK)		Invoice Period	
PRJ number		Final Invoice Amount	\$ -
Payment Option	ACH	Payment Terms	Immediate
		Grantee Waives Prompt Pay	YES

To:		From:	Organization ABC
Program:	Healthy Food for Denver's Kids	Contact Name:	
HFDK Contact:	Jessica Murison	Remit Address:	
Address:	201 W Colfax Avenue		
City:	Denver	City:	
State:	CO	State:	
Zip Code:	80202	Zip Code:	
Telephone:	720-865-5421	Telephone:	
Email:	HFDKinvoices@denvergov.org	Email:	

Expenditure					Total Amount
Budget Categories					
Food and Supplies					
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from HFDK	Total Spent
Total Food and Supplies				\$0.00	\$ -
Program Operating Expenses					
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Total Operating Expenses				\$0.00	\$ -
Salary Employees					
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Total Personnel Services				\$0.00	\$ -
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					
				\$0.00	
Indirect					
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs gr the organization's federally negotiated rate, based on the total contract budget.				
Evaluation	can be used for a variety of eval expenditures (e.g., staff time or hiring new staff for data + evaluation, community engagement: compensating community members to surveys or focus groups, hiring your own external evaluation contractor, data/evaluation software, attending conferences/PD for evaluation learning)				
TOTAL INDIRECT COSTS				\$0.00	
Total Expense for this Invoice					\$ -

Billing Summary	
Total Contract Amount	\$0.00
Total Spent with Documentation	
Budget Amount Remaining	\$ -

<input type="checkbox"/>	This grantee agrees that the persons served on this grant are City and County of Denver residents, and/or have, to the best of their ability, ensure that the primary beneficiaries are City and County of Denver residents.
<input type="checkbox"/>	This grantee agrees that, to the best of their ability, preferentially procured food from Colorado farms, ranches and food manufacturing businesses, so long as they are less than 10% more expensive than comparable out of state foods.

I/We affirm the claimed expenses comply with the budget provisions of the contract and are reasonable and necessary, that all relevant progress or other reports have been filed, and all contract milestones and/or tasks related to the invoice period have been achieved.

Print Name, Title	Date
-------------------	------

DETAILED BACKUP INFORMATION						
Food and Supplies						
Line Item Name from Budget Template	Item	Description of Item	Quantity	Per Item Cost	TOTAL	Receipt Included? Y/N
Food and Supplies	Apples	food box items	24	N/A (Came in a box with multiple items	\$ 500.00	y

EXAMPLE